



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-371-9500, fax: 617-723-5851



SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 07-0019

IN THE MATTER OF ROBERT GALEWSKI

DISPOSITION AGREEMENT

This Disposition Agreement is entered into between the State Ethics Commission and Robert Galewski pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On May 11, 2006, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Galewski. The Commission concluded its inquiry and, on October 11, 2006, found reasonable cause to believe that Galewski violated G.L. c. 268A. The Commission and Galewski now agree to the following findings of fact and conclusions of law:

-Findings of Fact-

1. During the time relevant, Galewski was the Braintree Inspector of Buildings, with authority over the Building Department, including conducting performance evaluations for the local inspectors within the department. As part of his duties, Galewski, along with the local inspectors, was also responsible for issuing building permits in Braintree.

Free Services from Local General Contractor Brian McGourty

2. In 2000 Galewski as a Braintree building inspector performed three inspections on construction work done by local general contractor Brian McGourty.

3. In or about March 2001, Galewski asked McGourty to replace the mailbox at Galewski's personal residence. McGourty estimated he used approximately \$85 worth of materials to replace the mailbox and performed three or four hours of labor installing it. The value of the labor was approximately \$200. McGourty did not bill Galewski for the work and Galewski did not compensate McGourty for the labor or materials.

4. In 2002 Galewski as building inspector issued building permits to McGourty for two construction projects.

5. In or about 2004, McGourty submitted plans for a \$1,000,000 building project to the Braintree Building Department. In or about August 2004, Galewski as building inspector sent a letter to the Town of Braintree Planning Department, requesting deferral of the approval of certain as-built engineering plans submitted by McGourty for the project, pending resolution of certain

outstanding Building Department concerns. On or about September 21, 2004, Galewski as building inspector informed the Planning Department that these concerns had been addressed.

6. In late 2005 and into 2006, Galewski issued building permits to McGourty for two construction projects. Galewski as building inspector did the final inspection on one of those projects in April 2006.

7. On approximately 10 to 12 occasions between 2001 and 2006, McGourty estimates he or one of his employees plowed snow from the driveway of Galewski's personal residence. Galewski did not compensate McGourty for any of the snowplowing.

8. The usual rate for a similar residential driveway snowplowing in Braintree is \$35-\$50 per job.

Free Services from Subordinates

9. On or about March 22, 2005, Galewski asked his subordinate building inspector, Michael McGourty ("Michael") (Brian McGourty's brother), to help transport a dishwasher from a department store to Galewski's personal residence.

10. Michael used his own truck to deliver the dishwasher to Galewski's home. This delivery took approximately two hours. It occurred during Michael's regular town work hours. Galewski did not compensate Michael for the delivery assistance.

11. Eric Erskine is another subordinate building inspector at the Braintree Building Department. In addition to his job at the Building Department, Erskine plows residential driveways for extra money.

12. Between 2000 and 2006, Galewski asked Erskine to plow snow from the driveway of Galewski's personal residence. Between 2001 and 2006, Erskine estimates he plowed snow from the driveway of Galewski's personal residence approximately 10 to 15 times during non-Building Department work hours. Galewski gave Erskine a bottle of liquor and two \$50 gift certificates in appreciation for these services.

13. At all times when Galewski solicited the above-described services from his subordinate building inspectors, he was in a position to exercise discretion over supervisory matters involving them as his Building Department employees. Among these matters were the discretion to determine work schedules, grant time off, award overtime, assign tasks, supervise work, and conduct performance evaluations.

-Conclusions of Law-

14. As the Braintree Inspector of Buildings, Galewski was a municipal employee as that term is defined in G.L. c. 268A § 1(g), and is therefore subject to G. L. c. 268A.

15. Section 23(b)(2) of G.L. c. 268A prohibits a municipal employee from, knowingly or with reason to know, using or attempting to use his position to obtain for himself or others unwarranted privileges or exemptions of substantial value not properly available to similarly situated individuals.

Violations Involving Local General Contractor

16. Galewski did not pay McGourty for the labor or materials used for Galewski's mailbox or snowplowing. Free services for which money is ordinarily exchanged are privileges. Accordingly, Galewski's receipt of those free services was, in each case, a privilege.

17. These free services were unwarranted privileges because there was no justification for Galewski receiving them from McGourty.

18. The mailbox materials and labor were of substantial value because they were worth approximately \$285. The snowplowing was also of substantial value because in the aggregate its value was somewhere between \$350 and \$600.

19. Galewski used his position as building inspector to obtain these privileges by requesting them from a contractor who was and would be subject to his regulatory authority as an inspector. But for his position as building inspector he would not have received these services for free.

20. The privileges Galewski received from McGourty were not properly available to similarly situated individuals.

21. Therefore, Galewski violated § 23(b)(2) by knowingly using his position as the Braintree Building Inspector to secure for himself free labor and materials from McGourty, which were unwarranted privileges of substantial value not properly available to similarly situated individuals.

Violations Involving Building Department Subordinates

22. Galewski did not pay Michael or Erskine for providing him the various free services described above. Free services for which money is ordinarily exchanged are privileges. Accordingly, Galewski's receipt of these free services was, in each case, a privilege.

23. These free services were unwarranted privileges because there was no justification for Galewski receiving them from Michael or Erskine.

24. The dishwasher delivery was of substantial value because the cost of Michael's time on the town payroll and the use of the truck was more than \$50. The snowplowing was also of substantial value because in the aggregate its value was somewhere between \$350 and \$750.

25. Galewski used his position as building inspector to obtain these privileges by requesting them from his subordinates. But for his position as building inspector Galewski would not have received these services for free from Michael or Erskine.

26. The privileges Galewski received from Michael and Erskine were not properly available to similarly situated individuals.

27. Therefore, Galewski violated § 23(b)(2) by knowingly using his position as the Braintree Building Inspector to secure for himself free services from Michael and Erskine, which were unwarranted privileges of substantial value not properly available to similarly situated individuals.

-Resolution-

In view of the foregoing violations of G.L. c. 268A by Galewski, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Galewski:

- (1) that Galewski pay to the Commission the sum of \$4,000 as a civil penalty for repeatedly violating G.L. c. 268A, §23(b)(2);
- (2) that Galewski disgorge to the Commonwealth the amount of \$1500 representing the unjust enrichment he received as described above; and
- (3) that Galewski waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: June 19, 2007